

214  
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MEMORANDUM OF UNDERSTANDING BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF  
MALAWI AND INTERNATIONAL CENTRE FOR LIVING  
AQUATIC RESOURCES MANAGEMENT (ICLARM)

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PREAMBLE

WHEREAS the Government of the Republic of Malawi, being desirous that the International Centre for Living Aquatic Resources Management establishes a Fisheries Team within the country, primarily to assist Malawi's national fisheries research and development programme as well as to assist fisheries research and development in other African countries, resolves that :

WHEREAS the Government of the Republic of Malawi (the Government) and the International Centre for Living Aquatic Resources Management (ICLARM), in pursuance of this wish, agree to cooperate in all spheres of relevant scientific and technical activities in fisheries, according to the provisions stated hereinafter.

NOW IT IS HEREBY AGREED as follows -

Article I

Scientific and technical cooperation in the field of Fisheries Research between the Government and ICLARM shall develop within the framework of national research programme executed by the Government and International research programmes executed by ICLARM.

Article 2

Cooperation between the Government and ICLARM shall be based upon the following three types of programme -

- (1) Joint research programme in fisheries of concern to both the Government and ICLARM in support of national and regional fisheries development;

- (2) The Governments own research programmes in fisheries for which ICLARM assistance may be requested as and when appropriate; and
- (3) ICLARM'S own international and regional research programmes in fisheries which are designed to promote the progress of tropical fisheries development, particularly in Africa and such as may be of national or regional interest.

### Article 3

The three programmes shall be prepared and agreed upon through discussions between the Government and ICLARM. The finances, resources and facilities for joint programmes shall be discussed between the Government and ICLARM as an integral part of programme preparation. These programmes shall be executed jointly by the Government and ICLARM scientists and shall be the responsibility of both parties.

Article 4

The results obtained by the Government and ICLARM cooperative activities in fisheries research in Malawi shall be freely used by both parties. Research findings from cooperative programmes conducted at the Government's research facilities will be published in the scientific communications and reviews of both parties. ICLARM will obtain the prior written approval of the Government before issuing such publications and their contents will be in accordance with the policies of the Government

Article 6

The Government agrees to provide ICLARM with office and/or research facilities to pursue the joint endeavours stated herein as and when opportune. Such facilities will be requested by ICLARM and decisions made by the Government on a case-by-case basis for specific programme activities.

Article 7

The Government agrees to assign to one of its senior staff the responsibility for acting as Liaison Officer for cooperative programmes between the two parties. The question of assignment of additional Government staff to cooperative programmes shall be decided on a case-by-case basis for specific programme activities by exchange of letters.

Article 8

The ICLARM scientists working at the Government's research centres shall be expected to respect the internal regulations of such centres and shall be subject to the general administrative authority of the officer in charge of the research centre at which they are posted.

Article 9

The two parties acknowledge the importance of training of national staff associated with fisheries research programmes. Consequently, ICLARM undertakes to make available training opportunities, within its powers, to scientific personnel from the Government and associated regional bodies as and when requested.

Article 10

A bipartite committee shall oversee the implementation of the present agreement. It will meet at least once a year to examine and review the conditions, the results and the degree of cooperation between the two parties, including those of the training programmes.

Article 11

The Government agrees to safe guard the interests of ICLARM scientists who live and work in Malawi or who are on short visits in conncection with these programs.

Article 12

- (1) The Governments agrees to exempt materials and equipment supplied for the programmes described herein from licences, harbour dues, import and export duties and other public charges, as well as storage fees, and to ensure that such materials and equipment are cleared by customs without delay. The aforementioned exemptions shall, at the request of ICLARM, also apply to materials and equipment purchased in Malawi. Duty may not be refunded if such materials or equipment are bought from duty paid stocks.



(2) ICLARM scientists recruited under this Agreement may on arrival in Malawi, or within six months of their arrival import free of duty the following goods -

(a) reasonable quantity of articles of apparel whether new or used;

(b) other personal and household effects, which have been owned and used by the person importing them; for a period of not less than six months prior to the date of arrival in Malawi including workman's tools, agriculture and garden implements workshop appliances and similar appropriate articles but excluding firearms;

- (c) motor vehicles and caravans not exceeding one for each family or not exceeding one for an unmarried adult person who is employed, which has been owned and used by the person for not less than one year prior to importation or to arrival of the person whichever is the earlier; but so, however, that if the person lends, hires, gives away or otherwise disposes of such motor vehicle or caravan within one year of the date of the customs clearance on importation, he may be required to pay such duty on the motor vehicles or caravan as he would have paid on its importation.

Article 13

The Government agrees to exempt from personal taxation all ICLARM scientists working in connection with the programmes described herein for remuneration brought from outside Malawi.

Article 14

The Government agrees to provide in a timely manner the necessary residential and travel clearance for all ICLARM personnel and their dependents who live and work in Malawi or who are on short visits in connection with these programmes notwithstanding that the Government reserves the right to refuse entry to an individual.

Article 15

The present agreement covers an initial period of two years and may be renewed by mutual consent for further periods by exchange of letters.

Article 16

Each party may at any time renounce or request revision of the present agreement. In the case of revision of the agreement, prior notice of six months shall be given before the anticipated date of revision. In the case of renunciation, the agreement shall cease to be effective one year after the notification, in writing of such renunciation.

Concluded on *Seventh day of October* 1986

between

The Government of the Republic of Malawi

and

The International Centre for Living  
Aquatic Resources Management

For purposes of cooperative research in  
support of fisheries development in  
Malawi and the region

Signed in Lilongwe on the *7th October* 1986

FOR GOVERNMENT  
OF THE REPUBLIC  
OF MALAWI



Secretary for  
Forestry and  
and Natural  
Resources

FOR ICLARM



The Director  
General